INSURANCE—DOES WINDSTORM POLICY COVER LOSS OF HORSE FRIGHTENED INTO FATAL INJURY BY CYCLONE—PROXIMATE CAUSE.—D. insured P's property including horses from any loss or damage by windstorm, tornado, or cyclone. During a violent windstorm P's horse, while in a barn, became frightened, broke his halter, and was injured fatally. P. brought suit upon the insurance policy. *Held,* the death of the horse was the proximate result of the windstorm and so recovery may be had for the loss. *Fidelity Ins. Co.* v. *Anderson* (Ind., 1921), 130 N. E. 419.

The only question in the case was whether the injury to the horse was the proximate result of the windstorm, or whether the fright of the horse was an efficient intervening cause which broke the chain of causation. While the facts seem to be unique in the law of insurance it would seem that the case may be fairly compared on principle to the question whether injury from fright is the proximate result of an act of a wrongdoer when there is no impact. SUTHERLAND, DAMAGES [4th Ed.] p. 77, *et seq.*; 34 HARV. L. REV. 260; 17 MICH. L. REV. 407. Another group of analogous cases is to be found where the beneficiaries of a life insurance policy excepting death by the hand of the insured are allowed to recover where the deceased was insane at the time he took his life. *Travelers' Ins. Co.* v. *Mellick,* 65 Fed. 178; *Acc. Ins. Co.* v. *Crandal,* 120 U. S. 527; *Eastabrook* v. *Union Ins. Co.,* 54 Me. 224. The theory seems to be that the act of the insured in destroying himself does not break the chain of causation and the injury is regarded as proximately caused by the mental derangement and not by the act of the injured.

INSURANCE—STRIKING OF TRUCK BY FALLING OF SCOOP OF STEAM SHOVEL IN LOADING AS A "COLLISION."—Autotruck was struck by the falling onto it from above of the scoop of a steam shovel with which the truck was being loaded. *Held,* such striking is a "collision" within a policy insuring the truck. *Universal Service Co. et al.* v. *American Ins. Co.,* (Mich., 1921), 181 N. W. 1007.

The Century Dictionary defines collision as "The act of striking or dashing together of two bodies; the meeting and mutual striking or clashing of two or more moving bodies, or of a moving body with a stationary one." The question of collision in an insurance cause arises only in marine and automobile insurance. In marine insurance the English courts hold that collision applies only to the coming together of two navigable vessels, and does not apply to a case where a vessel runs into some stationary and permanent obstruction. See *Hough* v. *Head,* 54 L. J. Q. B. 294, and *Chandler* v. *Blogg,* 1 Q. B. 32. In the United States it has been decided that there is no collision within the meaning of that term where a vessel runs against some sunken obstruction in the water. See *Clive* v. *Western Assur. Co.,* 101 Va. 496, and *Burnham* v. *China Mut. Ins. Co.,* 189 Mass. 100. However, a vessel need not be in motion at the time of collision. See *The Moxey,* 17 Fed. Cas. 940, where the injured vessel was moored to the pier and was damaged by the other vessel pushing her against the wharf; *Wright* v. *Brown,* 4 Ind. 95, where the injured vessel was moored to the wharf and was sunk by the vio-

lent waves caused by the defendant's steamboat, such being held a collision, not by the one running upon the other, but by forcing some other object upon it; *London Assurance* v. *Companhia De Moagens,* 167 U. S. 149, where the vessel all loaded and ready to sail was still at the dock. That the colliding object need not be on the same horizontal plane for a collision to occur, was decided in the principal case. In *Rouse* v. *St. Paul Fire & Marine Co.,* (Mo. App.), 219 S. W. 688, where the automobile skidded off an embankment and struck the ground below, this was held to be a collision, and in *Wetherill* v. *Williamsburgh City Fire Ins. Co.,* 60 Pa. Super. Ct. 37, where the car was backed into an open elevator shaft, there was a collision, within the meaning of the insurance policy, with the floor below. Also there was a collision, within the insurance policy, with the water in *Harris* v. *Am. Casualty Co. of Reading,* 83 N. J. Law, 641, when the car ran through the bridge rail and fell into the stream below. Cases contrary are *O'Leary* v. *St. Paul Fire & Marine Ins. Co.* (Tex. Civ. App.), 196 S. W. 575, and *Weltengel* v. *United States "Lloyds,"* 157 Wis. 433. In the principal case reference is made to *Bell* v. *American Ins. Co.* (Wis., 1921), 181 N. W. 733, decided but a short time before, which held that the tipping over of an automobile in the highway is not a collision between it and the roadbed within a similar clause in the policy. These cases cannot be reconciled and considering the dictionary definition and the probable intention of the insured, and that the contract is to be most strongly construed against the insurer, the Michigan decision seems the more logical and just.

MARRIAGE—MISREPRESENTATION AS TO NAME AND CONDITION. — The defendant falsely represented that he was from Alaska and that his financial and social positions were good. He married the petitioner under an assumed name with the very purpose of temporarily cohabiting with her and then disappearing without leaving any trace by which he might be located. After a brief time he deserted her and she petitions for annulment of the marriage on the ground of fraud. *Held,* that the petition must be denied. *Chipman* v. *Johnston,* (Mass., 1921), 130 N. E. 65.

Not every error or mistake into which an innocent party to a marriage may fall, even though induced by false statements or practices will afford grounds for its annulment. Fraud, in order that it be ground for annulment, must go to the very essence of the marriage contract. See the leading case of *Reynolds* v. *Reynolds,* 3 Allen 605. Where, as there pointed out, "there is no mistake as to the identity of the person, any error or misapprehension as to personal traits or attributes, or concerning the position or circumstances in life of a party, is deemed wholly immaterial, and furnishes no good cause for divorce." Here there is no doubt that wicked deception was perpetrated upon the petitioner, and the false representations would have justified her in breaking an agreement to marry if she had ascertained the facts in time. *Van Houten* v. *Morse,* 162 Mass. 414. But after the marriage and cohabitation occurred a status was created which the law must protect. See *Foss* v. *Foss,* 12 Allen 26; *Vondal* v. *Vondal,* 175 Mass. 383; *Commonwealth* v. *Sha-*